SUBJECT: Authorization to Proceed with the Silicon Valley Regional Communication System (SVRCS) and Approval of Budget Modification No. 14

REPORT IN BRIEF
The Sunnyvale Department of Public Safety and other emergency services agencies in the County of Santa Clara have been working toward regional emergency communications interoperability for several years through collaborative partnerships, most recently with the 2010 formation of the Silicon Valley Regional Interoperability Authority (SVRIA). Sunnyvale’s participation in the SVRIA was approved by Council in March 2010 (RTC No. 10-054). Prior to SVRIA formation, Sunnyvale participated in a number of initiatives working toward the common goal of interoperability, most notably the Emergency Communications (E-COMM) microwave network connecting 911 dispatch centers in Santa Clara County (RTC No. 08-110).

Other Bay Area counties are currently deploying interoperable radio infrastructure, and three SVRIA member agencies, the City of Sunnyvale, the City of Santa Clara and the County of Santa Clara (County), will be the first to deploy here (SVRCS Stage 1). Multi-year, multi-jurisdictional efforts to cover the entire ten-county region fall under the umbrella of the Bay Area Urban Security Initiative (BAUASI).

The SVRIA conducted a competitive Request for Proposals (RFP) process for the Stage 1 deployment and selected Motorola Solutions for system implementation. Three actions are required by Council in order to move forward:

1. Authorize the City Manager to enter into a reimbursement agreement with the County of Santa Clara, as the Treasurer of the SVRIA, to act as Fiscal Agent and Project Manager to procure and oversee implementation of the SVRCS Stage 1 system (see Discussion section and Attachment A);
2. Approve a project contingency in the amount of $320,310; and
3. Approve Budget Modification No. 14 to appropriate Assistance to Firefighter Grant (AFG) funds from the federal Department of Homeland Security to provide additional project funding.

Sunnyvale’s direct financial commitment for the project is estimated to be up to $2,838,856 (for portables/radios, 911 dispatch consoles, and a project
contingency given the size and complexity of the project), and is fully funded with a combination of budgeted equipment replacement funds and a portion of the AFG grant. The AFG funding will be shared by five fire agencies within the County of Santa Clara to purchase a total of 275 portable radios (95 for Sunnyvale), as more fully explained below. Additionally, the communications infrastructure will be funded directly by the County through a combination of BAUASI grant funds provided by the Federal Department of Homeland Security (DHS) and State Homeland Security Grant Program (SHSGP) funds in the combined amount of approximately $1.8 million.

**BACKGROUND**
Currently, the public safety agencies in the County of Santa Clara operate at least 20 independent radio systems which vary in age and capability. A significant shortcoming of these systems is the inability to effectively communicate with one another in the event of a major public safety incident such as an earthquake. Current system capacity would also be quickly overwhelmed in a large-scale critical event.

In recognition of systems like these all over the country, the DHS has identified interoperability as one of the nation’s highest priorities. Interoperability refers to the ability to seamlessly integrate voice and data communications between law enforcement, fire, rescue, emergency medical and emergency management services for routine operations, critical incidents and disaster response and recovery.

The development of interoperable emergency communications systems within Santa Clara County was long ago recognized as a priority by County/City Managers and Police and Fire Chiefs Associations, who established the Silicon Valley Regional Interoperability Project (SVRIP) in 1998. That effort culminated in the creation of the SVRIA Joint Powers Authority in 2010, which further formalized the shared collaboration and strategic planning necessary to ensure successful project completion. The SVRIA represents Santa Clara County, the cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, and the town of Los Gatos. Additional partners include the South Santa Clara County Fire District, San Jose State University and the Santa Clara Valley Water District.

The cities of Sunnyvale and Santa Clara were selected for Stage 1 implementation due to the age of their current communications infrastructure (and the commensurate potential for failure) and timely ability to fund system build-outs within the respective jurisdictions.

From a broader regional perspective, the cities of San Francisco, San Jose and Oakland, and ten counties in the region are collaborating under BAUASI to
achieve interoperable goals across the entire Bay Area. This effort includes more than 100 incorporated cities, many special districts, transportation agencies and several airports. Currently, agencies within the counties of Alameda, Contra Costa, San Francisco, and San Mateo are in the process of deploying their systems. The other six counties, including Marin, Napa, Santa Clara, Santa Cruz, Solano and Sonoma are in various stages of progress. Although not a member of BAUASI, the County of Monterey is also deploying a similar system capable of interoperating with BAUASI agencies.

**EXISTING POLICY**

**GOAL SN-2: EFFECTIVE DISASTER PREPAREDNESS**
Ensure that the City, its community members, business, faith-based organizations, community organizations and special needs populations are prepared to effectively respond and recover from major disasters and emergencies.

**Policy SN-2.5:** Provide emergency radio or other communication devices for coordination of emergency response and the capability to communicate with outside agencies and community members.

**GOAL SN-3: SAFE AND SECURE CITY**
Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

**GOAL SN-7: EFFECTIVE EMERGENCY COMMUNICATION SERVICES**
Provide emergency communications services.

**Sunnyvale Municipal Code §2.08.220(b) – Intergovernmental Relations, Use of Another Entity’s Contract:** The purchasing officer may authorize the procurement of goods and/or services through the use of a contract initiated by another governmental, public or quasi-public entity, provided that the original parties to the contract agree, the contract was awarded within twelve months of the date of authorization, the contract is for identical or nearly identical goods and/or services, and the contract resulted from a competitive bid using methods similar to those required by this chapter.

**DISCUSSION**
In conjunction with its partner agencies, and with the involvement of Sunnyvale purchasing staff, the SVRIA developed and issued a competitive RFP in November 2011 for the SVRCS Stage 1 system. Two responsive proposals were received from Harris Corporation and Motorola Solutions. Representatives from Sunnyvale, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara (City and County) and SVRIA comprised the evaluation team. After an extensive evaluation process, which included review of written proposals, interviews with proposers and their
current client agencies, and product testing, Motorola was selected for contract award based on the overall quality/value of their proposed solution (which included lower pricing than Harris).

The RFP issued by SVRIA had a dual purpose of soliciting proposals for Stage 1 implementation for the cities of Santa Clara and Sunnyvale and consideration of regional incremental build-out in successive stages for the other SVRIA agencies. During the negotiation phase of the RFP process, the decision was made to include the County of Santa Clara as part of the Stage 1 implementation. Additionally, given the County’s status as the designated Treasurer for SVRIA under the Joint Exercise of Powers Act (California Government Code §6500 et. seq.), it was further decided that they were in the best position to procure all Stage 1 equipment and act as project manager on behalf of SVRIA for the entire implementation, while the cities of Sunnyvale and Santa Clara would provide technical support and reimburse the County for direct costs for certain equipment purchases. The agreement with the County is more completely enumerated below and in Attachment A. The County Board of Supervisors approved this arrangement, and the contract with Motorola Solutions for the system procurement, at their meeting of September 25, 2012.

Within this implementation framework, the County will directly receive $1,200,000 in BAUASI grant funds and $599,000 SHSGP grant funds. These grant funds will be used specifically for the upgraded communications infrastructure for the cities of Sunnyvale and Santa Clara, as well as the County. The communications infrastructure consists of radio antenna sites and a centralized/secure hub at the County’s communications center to facilitate the interoperable “bridge” between jurisdictions. As the recipient of BAUASI and SHSGP funding, the County will be responsible for grant administration/compliance and payment to Motorola. Once the infrastructure components are fully deployed, ownership will transfer to the SVRIA.

Similarly, the radios and 911 dispatch consoles will be purchased by the County. However, the cities of Sunnyvale and Santa Clara will reimburse the County for the direct costs associated with these system components from the respective jurisdictions’ budgeted funds. Once these components are fully deployed, ownership will transfer to the cities. For Sunnyvale, the total cost is currently estimated to be $2,518,546. With a project contingency ($320,310) added, the City’s total cost could be up to $2,838,856, which would be funded by a combination of budgeted equipment replacement funds and AFG award funds. Given the complexity of this project, changes to the work scope are likely to occur during the final design and implementation stages. Therefore a contingency is recommended to cover any unforeseen conditions discovered as the build-out progresses. The total project mainly includes equipment for the Department of
Public Safety but also covers radios for Public Works staff. The product list and pricing is detailed in Attachment B.

The City of Sunnyvale applied for the AFG grant on behalf of the SVRIA member agencies of Milpitas, Palo Alto, Santa Clara (City) and Santa Clara County Fire in order to augment any gaps in available Stage 1 funding and to help facilitate SVRCS build-out into the next phase. A total of $1,386,000 was awarded to Sunnyvale by DHS for 275 radios, to be proportionately shared among the partnering fire agencies according to the number of radios needed. The grant requires a $346,500 local match (for a grand total of $1,732,500 or 80% grant/20% local match), again to be shared according to need.

Attachment C provides a breakdown of the distribution of radios. Sunnyvale will be responsible for grant administration/compliance but the County will actually purchase the radios and request reimbursement. As the direct recipient of the grant award, Sunnyvale will be responsible for reimbursing the County 100% of AFG award and collecting the 20% local match from the participating agencies. This arrangement is incorporated into the total amount to be reimbursed by Sunnyvale to the County.

**FISCAL IMPACT**
The total contract with the County will not exceed $3,972,856. This amount is broken down into the following components:

- $2,518,546 for portables/radios and 911 consoles for the City of Sunnyvale’s Departments of Public Safety and Public Works. This will be funded by a combination of AFG funds and budgeted equipment replacement funds.
- $320,310 for a project contingency for the aforementioned project. If needed, this will be funded by a combination of AFG funds and budgeted equipment replacement funds.
- $1,134,000 for reimbursements for equipment purchased under this contract for other jurisdictions. This will be funded entirely by AFG funds and local match funds from the other jurisdictions.

Because the City’s local match is being covered by the equipment replacement funds previously set aside for this project, there is no net fiscal impact to the City for accepting and appropriating these grant funds and moving forward with this project.

Budget Modification No. 14 has been prepared to recognize AFG award revenue for all jurisdictions, including Sunnyvale, and the corresponding local matching funds from Milpitas, Santa Clara, Palo Alto, and County Fire in the amount of $1,612,800; establish a new project, Silicon Valley Regional Communication System, and appropriate $3,972,856 in expenditures to the project; and transfer
$2,360,056 in budgeted equipment replacement funds from the General Services Fund/Technology and Communication Services Sub-fund into the new Silicon Valley Regional Communication System project.

### Budget Modification No. 14
**FY 2012/13**

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**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City’s Web site.
RECOMMENDATION

It is recommended that Council:

1. Approve Budget Modification No. 14 as presented in the Fiscal Impact section of this Report to Council;
2. Authorize the City Manager to enter into a reimbursement agreement with the County of Santa Clara, as the Treasurer of the SVRIA, to act as Fiscal Agent and Project Manager to procure interoperable communications equipment in the amount of $2,518,546 and oversee implementation of the SVRCS Stage 1 system; and
3. Approve a project contingency in the amount of $320,310.

Reviewed by:

Grace Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Frank Grgurina, Director, Public Safety

Reviewed by:

Kent Steffens, Director, Public Works

Reviewed by:

David Jensen, Director, Information Technology

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Agreement for Silicon Valley Regional Communications System Stage 1 Between the County of Santa Clara and the Cities of Santa Clara and Sunnyvale
B. Motorola Solutions Product List/Pricing for Sunnyvale Radios and Consoles
C. Assistance to Firefighter Grant Summary Information
AGREEMENT FOR
SILICON VALLEY REGIONAL COMMUNICATIONS SYSTEM STAGE 1
BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITIES OF SANTA CLARA AND SUNNYVALE

This AGREEMENT is made and entered into this 25 day of September, 2012, by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California ("COUNTY"), and the CITY OF SANTA CLARA and CITY OF SUNNYVALE, each a municipal corporation of the State of California ("CITIES" or “CITY’s”).

RECITALS

WHEREAS, the United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Area Security Initiatives into a combined Bay Area Urban Area Security Initiative ("BA UASI") for the purpose of application for and distribution of federal homeland security program grant funds; and

WHEREAS, the Bay Area UASI Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the BA UASI, to provide overall governance of the homeland security program across the BA UASI, to coordinate development and implementation of all federal homeland security grant program initiatives, and to ensure compliance with all grant program requirements; and

WHEREAS, the City and County of San Francisco ("San Francisco") has been designated as the grantee for federal homeland security grant funds granted to the BA UASI by DHS through the California Governor's Office of Homeland Security ("OHS"), with responsibility to establish procedures and execute sub-grant agreements for the distribution of grant funds within the BA UASI; and

WHEREAS, pursuant to grant distribution decisions by the Approval Authority, the UASI Management Team San Francisco has entered into an agreement with the COUNTY to distribute a portion of the FY 2011 UASI grant funds to the COUNTY (UASI Grant). The UASI Grant is attached hereto and incorporated herein by this reference as EXHIBIT A; and

WHEREAS, pursuant to grant distribution decisions by the Approval Authority, the UASI Management Team San Francisco has entered into an agreement with the COUNTY to distribute a portion of the FY 2011 SHSGP grant funds to the COUNTY (SHSGP Grant). The UASI Grant is attached hereto and incorporated herein by this reference as EXHIBIT B; and

WHEREAS, the UASI Grants establish that San Francisco shall provide the COUNTY with a total grant allocation of One Million Two Hundred Thousand Dollars ($1,200,000) to be used for the purpose of improving interoperability through the Stage 1 build out of a two-to-three site Project 25 Phase 2 TDMA 700 MHz Trunk Radio Simulcast Communications System, to be known as the Silicon Valley Regional Communications System ("SVRCS"), with focused coverage and capacity within the Cities of Santa Clara and Sunnyvale; and
WHEREAS, the SHSGP Grants establish that the COUNTY will manage the total grant allocation of Five Hundred Ninety-nine Thousand Dollars ($599,000) to be used for the purpose of improving interoperability through the Stage 1 build out of a two-to-three site Project 25 Phase 2 TDMA 700 MHz Trunk Radio Simulcast Communications System, to be known as the Silicon Valley Regional Communications System ("SVRCS"), with focused coverage and capacity within the Cities of Santa Clara and Sunnyvale; and

WHEREAS, COUNTY is both the Fiscal Agent and Project Manager for the SVRCS and is also responsible for overseeing, developing, and completing the Stage 1 build-out; and

WHEREAS, in order to facilitate the SVRCS project, COUNTY and CITIES have agreed to share the fiscal responsibility of meeting the SVRCS Stage 1 funding requirements of this UASI and SHSGP Grant funded project as further set forth in this AGREEMENT; and

WHEREAS, the City of Sunnyvale has received an additional $1,386,000 in Assistance to Firefighter Grant ("AFG") funding from DHS in a regional partnership with the Cities' of Milpitas, Palo Alto and Santa Clara, and the County of Santa Clara ("Partnering Agencies"), for the purpose of improving voice interoperability through the purchase and deployment of multi-band radios for the respective jurisdiction’s Fire Agencies, which will be capable of utilizing the initial and eventual full build-out of SVRCS Project 25 Phase 2 TDMA 700 MHz Trunk Radio Simulcast Communications System; and

WHEREAS, COUNTY and CITIES have agreed that the City of Sunnyvale shall receive and administer the AFG funds in accordance with DHS requirements and COUNTY shall procure the multi-band radios for all Partnering Agencies, subject to the reimbursement terms set forth in SECTION 1 of this AGREEMENT as applicable and the reimbursement terms established between Sunnyvale and the Partnering Agencies.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. PURPOSES OF AGREEMENT

The purposes of this AGREEMENT are to (1) fully reimburse COUNTY from CITIES’ funds for the CITIES’ share of the SVRCS project Stage 1 costs in excess of FY 2011 UASI and FY 2011 SHSGP Grant funding and (2) set forth the CITIES’ and COUNTY’s roles and responsibilities for completion of the Stage 1 build out of SVRCS.

SECTION 2. CITIES OBLIGATIONS

A. CITY’s Contribution.

   a. The City of Santa Clara shall contribute funds as reimbursement upon invoice in an amount not to exceed one million five hundred seventy thousand one hundred sixty five dollars ($1,570,165) ("CITIES Contribution") to the COUNTY to fully offset the CITY’S portion of the SVRCS project Stage
1 cost, and the cost to procure dispatch radio consoles, radios and other related equipment and/or accessories purchased on their behalf.

b. The City of Sunnyvale shall contribute funds as reimbursement upon invoice in an amount not to exceed three million nine hundred seventy-two thousand eight hundred fifty-six dollars ($3,972,856) ("CITY's Contribution") to the COUNTY to fully offset the CITY'S portion of the SVRCS project Stage 1 cost, and the cost to procure dispatch radio consoles, radios and other related equipment and/or accessories purchased on their behalf.

B. CITIES Role in SVRCS Stage 1. During the Stage 1 phase of the SVRCS project, each CITY shall provide COUNTY with technical support as an advisor during project delivery and through participation in project delivery meetings with the COUNTY'S contractor. CITIES shall also assist COUNTY with coordination of CITY departments for all SVRCS Stage 1 construction, upgrade, and maintenance work at all CITY facilities. The CITIES will also assist the COUNTY with the final acceptance of the SVRCS Stage 1 system by participating in performance testing, evaluating installation workmanship and verifying installed equipment inventories. Each CITY'S costs to administer and participate in SVRCS Project will not be reimbursed by SVRCS project grant funds or the COUNTY.

SECTION 3. COUNTY'S OBLIGATIONS

In consideration of CITIES' Contributions, COUNTY shall fulfill the obligations listed below.

A. Use of each CITY'S Contribution. COUNTY shall use each CITY's Contribution to fully offset each CITY'S share of SVRCS project Stage 1 costs in excess of the FY 2011 UASI and FY 2011 SHSGP Grant funding, as well as their share of costs for dispatch consoles, radios and/or other related equipment/accessories purchased on their behalf.

B. Tasks. COUNTY shall perform and be responsible for the following tasks associated with and necessary for the successful completion of the SVRCS Stage 1 Project, including:

1. Serve as Project Manager and Fiscal Agent for the entire SVRCS Stage 1 Project;

2. Complete all activities necessary to fulfill requirements pursuant to CEQA; and

3. Ensure that SVRCS Stage 1 build-out is implemented in accordance with UASI and SHSGP Grant guidelines.

C. Other Project Management Duties. COUNTY shall include CITIES' staff as active participants within COUNTY'S project management process, which shall include the attendance of CITIES' staff at regularly scheduled meetings as determined by COUNTY and CITIES.
D. Final Accounting. COUNTY shall submit a final report of expenditures of CITIES’ Contributions, to each CITY within one hundred twenty (120) days after completion of all work associated with SVRCS Stage 1.

SECTION 4. FUNDING PROCEDURE

B. Maximum Funding.

a. The City of Santa Clara shall contribute funds as reimbursement upon invoice in an amount not to exceed one million five hundred seventy thousand one hundred sixty five dollars ($1,570,165) ("CITIES Contribution") to the COUNTY to fully offset the CITY’S portion of the SVRCS project Stage 1 cost, and the cost to procure dispatch radio consoles, radios and other related equipment and/or accessories purchased on their behalf as specified in SECTION 2(A).

b. The City of Sunnyvale shall contribute funds as reimbursement upon invoice in an amount not to exceed three million nine hundred seventy-two thousand eight hundred fifty-six dollars ($3,972,856) ("CITY’s Contribution") to the COUNTY to fully offset the CITY’S portion of the SVRCS project Stage 1 cost, and the cost to procure dispatch radio consoles, radios and other related equipment and/or accessories purchased on their behalf as specified in SECTION 2(A).

B. Funding Restrictions. CITIES’ Contributions shall only be used to offset SVRCS Stage 1 project costs in excess of FY 2011 UASI and SHSGP grant funds and direct costs to procure dispatch radio consoles, radios and other related equipment and/or accessories on their behalf as requested in writing.

C. Payment to COUNTY. Upon receipt of an invoice from COUNTY, each CITY shall provide COUNTY with payment (e-transfer or check) to Office of the County Executive, Communications Department up to the amount specified in Section 4(A) within thirty (30) days.

SECTION 5. TERM OF AGREEMENT

This AGREEMENT shall commence upon the execution by all of the Parties ("Effective Date") and shall expire upon the completion of SVRCS Stage 1 and final receipt of dispatch radio consoles, radios and other related equipment and/or accessories.

SECTION 6. OWNERSHIP, MAINTENANCE, INSURANCE, AND MANAGEMENT

COUNTY, as Fiscal Agent for the FY 2011 UASI and SHSGP Grants, shall own, maintain, insure, and manage all infrastructure equipment and upgrades installed as part of SVRCS project upon final acceptance of the project by the COUNTY, until such time as the Silicon Valley Regional Interoperability Authority ("SVRIA") may assume ownership, maintenance, insurance, and management responsibilities. Dispatch radio consoles, radios and other
related equipment and/or accessories purchased by the COUNTY on behalf of each CITY shall be transferred from the COUNTY to each CITY following receipt of full reimbursement of costs utilizing an approved equipment transfer form signed by both parties upon completion of physical transfer of goods.

SECTION 7. RELATIONSHIP OF THE PARTIES

Each Party shall perform the work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the other Party. None of the provisions of this AGREEMENT is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this AGREEMENT. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein. Contractors will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

SECTION 8. MODIFICATION

This AGREEMENT shall not be altered, changed, modified, or amended without the prior, express written consent of all Parties to this AGREEMENT. No amendment shall be effective or binding unless approved by the CITIES and COUNTY.

SECTION 9. SEVERABILITY

The provisions of this AGREEMENT are severable, and if for any reason a clause, sentence, or paragraph of this AGREEMENT is determined to be invalid by a Court or County or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this AGREEMENT, which can be given effect without the invalid provision.

SECTION 10. TERMINATION

This AGREEMENT may be terminated at any time by mutual written agreement of both CITIES and COUNTY.

SECTION 11. SURVIVAL

All sections, paragraphs, subparagraphs, exhibits and financial responsibilities shall survive termination or expiration of this AGREEMENT.

SECTION 12. ASSIGNMENT

This AGREEMENT shall be binding upon and shall inure to the benefit of the successors of the Parties. With the exception of asset transfer to the SVRIA and CITIES detailed in
Section 6, no Party may assign any rights or obligations hereunder without the written consent of the other Parties.

SECTION 13. NO WAIVER

The failure of either Party to insist upon the strict performance of any of the terms, covenants, and conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of its right to require strict performance of all of the terms, covenants, and conditions thereafter.

SECTION 14. MUTUAL INDEMNIFICATION; INSURANCE

MUTUAL INDEMNIFICATION: In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and each CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify, defend with counsel acceptable to the non-indemnifying party, whose approval shall not be unreasonably withheld, and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring wholly by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

INSURANCE: Each CITY shall, at its own expense, maintain a program of self-insurance and/or insurance of general liability coverage, including automobile liability, in the amount of at least one million dollars per occurrence and in the aggregate and statutory California Workers’ Compensation coverage. The coverage shall remain in force during the entire term of this Agreement. Each CITY shall provide evidence upon the request of COUNTY that the required coverage is in place.

SECTION 15. FORCE MAJEURE

Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this AGREEMENT if such delay of failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include, but not limited to, labor strikes, lockouts, riots, fire, explosion, acts of war, and acts of God.
SECTION 16. DEFAULT

If either CITY defaults on the obligations of this AGREEMENT, COUNTY may immediately stop work on the Stage 1 project in CITY/CITIES and terminate this AGREEMENT. Before exercising the right to terminate, COUNTY shall give written notice of such default to each CITY. Each CITY shall have thirty (30) calendar days after such notice is given to start to cure the default. All default shall be cured within thirty (30) calendar days after COUNTY’S written notice. If any default or breach continues uncured following notice and opportunity to cure, and CITY/CITIES has not completed cure of the default within the thirty (30) calendar days, then COUNTY may terminate this AGREEMENT.

In the event COUNTY defaults on its obligations under this AGREEMENT, CITIES shall have reciprocal rights and obligations established pursuant to this section.

SECTION 17. NOTICES

A. All deliveries, notices, requests, demands, or other communications provided for or required by this AGREEMENT shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender.

Notices shall be addressed to:

COUNTY: Santa Clara County Communications
2700 Carol Drive
San Jose, CA 95125
Attn: Bert Hildebrand, Communications Director

CITIES: City of Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050
Attn: Dan Winter

City of Sunnyvale DPS
700 All America Way
Sunnyvale, CA 94086
Attn: Jeff Hunter

B. Each Party may designate a different person and address by sending written notice to the other Party, to be effective no later than ten (10) days after the date of the notice.

SECTION 18. TITLES AND HEADINGS

The titles and headings of paragraphs, sections, subsections, and exhibits are for convenience only and are not intended to affect the proper construction of this AGREEMENT.
SECTION 19. ENTIRE AGREEMENT

This AGREEMENT and attached exhibits incorporate all the agreements, covenants, and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this AGREEMENT. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

SECTION 20. WARRANTY OF AUTHORITY TO EXECUTE AGREEMENT

Each Party to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a Party to this AGREEMENT.

SECTION 21. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 22. GOVERNING LAWS

The Parties agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 23. VENUE

In the event that suit shall be brought by any Party to this AGREEMENT, the Parties agree that venue shall be exclusively vested in the State Courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.
IN WITNESS OF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representative as of the last date set forth below.

Signed:

COUNTY OF SANTA CLARA ¹

By: __________________________________________________
George Shirakawa, President
Board of Supervisors

Date: __________________________

Attest:

By: __________________________________________________
Lynn Regadanz
Interim Clerk of the Board of Supervisors

Date: __________________________

Approved as to Form and Legality:

By: ________________________________
Name, or Designee
(title)

Date: __________________________

CITY OF SANTA CLARA

By: ________________________________
Name, or Designee
(title)

Date: __________________________

CITY OF SUNNYVALE

By: ________________________________
Name, or Designee
(title)

Date: __________________________

Approved as to Form and Legality:

By: ________________________________
Name, or Designee

Date: __________________________

*¹ County of Santa Clara is the authorized Project Manager and Fiscal Agent for the SVRCS Project, being completed on behalf of the SVRIA.
## APX 7500 Configuration

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<thead>
<tr>
<th>Qty</th>
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<th>Price</th>
<th>32%</th>
<th>Ext.</th>
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Subtotal: $308,874.36

## APX 7500 Configuration (Motorcycle)

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<td>$7,888.00</td>
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Subtotal: $26,977.30

9/26/2012
### APX 7500 Configuration (O3 Control Head)

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<tr>
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<tr>
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### APX 7000 3.5 Configuration

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9/26/2012
## APX 6000Li 1.5 Configuration - Public Works

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<td>62</td>
<td>QA02756</td>
<td>ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING</td>
<td>$1,570.00</td>
<td>$1,067.60</td>
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<tr>
<td>62</td>
<td>QA01749</td>
<td>ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>62</td>
<td>QA00580</td>
<td>ADD: TDMA OPERATION</td>
<td>$400.00</td>
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<tr>
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<td>Q947</td>
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<td>$136.00</td>
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<tr>
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<td>QA00782</td>
<td>ADD: ENABLE INTERNAL GPS OPERATION</td>
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<td>$68.00</td>
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<tr>
<td>62</td>
<td>G996</td>
<td>ADD: PROGRAMMING OVER P25 (OTAP)</td>
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<tr>
<td>62</td>
<td>QA00582 ALT:</td>
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<tr>
<td>62</td>
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Subtotal $191,490.72

## APX 6000Li 1.5 Configuration - Public Safety

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<td>H98UCD9PW5 N</td>
<td>APX6000 7/800 MHZ MODEL 1.5 PORTABLE</td>
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<tr>
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<td>QA00580</td>
<td>ADD: TDMA OPERATION</td>
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<tr>
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<td>Q947</td>
<td>ADD: RADIO PACKET DATA</td>
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<tr>
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<td>QA00782</td>
<td>ADD: ENABLE INTERNAL GPS OPERATION</td>
<td>$100.00</td>
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<tr>
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<td>G996</td>
<td>ADD: PROGRAMMING OVER P25 (OTAP)</td>
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<tr>
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<td>QA00582 ALT:</td>
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<td>APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA</td>
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<td>PMMN4062A</td>
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Subtotal $82,512.56

## Portable accessories

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<td>26</td>
<td>NNTN7065B</td>
<td>IMPRES CHG MU MACKINAW US/NA/CA/LA</td>
<td>$788.00</td>
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<td>52</td>
<td>NNTN7624B</td>
<td>IMPRES VEHICULAR CHARGER (FULL KIT)</td>
<td>$390.00</td>
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<td>360</td>
<td>NNTN7033A</td>
<td>BATT IMP FM IP67 LIION 4100M 4300T</td>
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Subtotal $73,792.24
## APX 7500 Consolette (Dual Band)

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<td>L30TSS9PW1 N</td>
<td>APX7500 CONSOLETE DUAL BAND MODEL</td>
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<td>GA00308</td>
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<td>QA00579</td>
<td>ADD: ENABLE DUAL BAND OPERATION</td>
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<td>G806</td>
<td>ENH: ASTRO DIGITAL CAI OP APX</td>
<td>$515.00</td>
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<td>6</td>
<td>G51</td>
<td>ENH: SMARTZONE OPERATION APX</td>
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<td>$1,020.00</td>
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<tr>
<td>6</td>
<td>G361</td>
<td>ADD: P25 TRUNKING SOFTWARE</td>
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<tr>
<td>6</td>
<td>L998</td>
<td>ADD: LIMITED FRONT PANEL W/CLOCK/VU</td>
<td>$480.00</td>
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<td>CA01598</td>
<td>ADD: AC LINE CORD US</td>
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<tr>
<td>6</td>
<td>W382</td>
<td>ADD: CONTROL STATION DESK GCAI MIC</td>
<td>$169.00</td>
<td>$114.92</td>
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<td>W947</td>
<td>ADD: RS232 PACKET DATA INTERFACE</td>
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<tr>
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<td>G996</td>
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<tr>
<td>6</td>
<td>G843</td>
<td>ADD: AES ENCRYPTION APX</td>
<td>$475.00</td>
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<td>6</td>
<td>TDF7611</td>
<td>ANTENNA YAGI 10DB 7 ELEMENT</td>
<td>$352.00</td>
<td>$239.36</td>
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<tr>
<td>600</td>
<td>L1705</td>
<td>CABLE: 1/2” LDF HELIAK POLY JKT PER FOOT</td>
<td>$3.30</td>
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<tr>
<td>6</td>
<td>TT05539AA</td>
<td>ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END</td>
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<tr>
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<td>TT05538AA</td>
<td>ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, STA END</td>
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<td>180</td>
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<td>CABLE: 1/4” SUPERFLEX POLY JKT PER FOOT</td>
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### AES ENCRYPTION PROGRAMMING

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<td>1</td>
<td>T7537B</td>
<td>KVL 4000 PDA SNAP-ON</td>
<td>$1,250.00</td>
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<tr>
<td>1</td>
<td>U239AD</td>
<td>ADD: ASTRO 25 MODE, ASTRO 25 Mode is required for P25 compliant systems. This option is required to perform CRK key management and is required for Conventional ASTRO 25 OTAR operation and the MGEG. NOTE: ASTRO 25 Mode includes KMF feature</td>
<td>$250.00</td>
<td>$170.00</td>
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<tr>
<td>1</td>
<td>QA01767AA</td>
<td>ADD: KVL RADIO AUTHENTICATION, Requires U239AD-ASTRO 25 Mode.</td>
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<td>X795AJ</td>
<td>ADD: ASN MODE</td>
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<td>CA01598AA</td>
<td>ADD: AC LINE CORD US</td>
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<td>CA00182AP</td>
<td>ADD: AES ENCRYPTION SOFTWARE</td>
<td>$750.00</td>
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<tr>
<td>1</td>
<td>C725AA</td>
<td>ADD: KEYLOAD CABLE FOR APX PORTABLE</td>
<td>$75.00</td>
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<tr>
<td>1</td>
<td>C543</td>
<td>ADD: CABLE FOR RNC, DIU, MEGE, Keyloading cable for KMF, MCC 7500</td>
<td>$84.00</td>
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Subtotal $42,089.28

### Equipment Total

- Install, Program, Fleet Map, Temp Dev $87,590.63
- Equipment and Service Subtotal $2,452,808.79
- 12% Complete Package Incentive -$294,337.05
- 9.5% One Time P25 System and Subscriber Incentive -$233,016.84
- 4 Year Service Advantage Plan $100,274.00
- 8.375% Sales Tax $155,498.31
- Freight $7,358.43

Subscriber Total $2,188,585.64

4 Year Field Service $129,276.50

Total with Field Service $2,317,862.14

Sunnyvale Console Total $200,683.72

Grand Total $2,518,545.86
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<th>Palo Alto</th>
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